

RESOLUTION

RS2023-52

Sponsor: Councilmember Wiseman

A RESOLUTION AUTHORIZING THE CITY TO EXECUTE A PRE-DEVELOPMENT SERVICE AGREEMENT WITH GARFIELD PUBLIC/PRIVATE

WHEREAS, the City seeks to retain Garfield Public/Private LLC for certain services related to the City' Conference Center/Hotel/Garage Project.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF JEFFERSON, MISSOURI, as follows:

SECTION 1. The Mayor and City Clerk are authorized to execute a contract between Jefferson City Regional Economic Partnership and the City substantially in the form attached hereto as Exhibit A.

SECTION 2. Invoices incurred under the Pre-Development Services Agreement shall be paid out of the funds raised by the City's seven percent (7%) tax on hotel and motel accommodations unless otherwise authorized by the City Council.

Adopted this 18th day of March, 2024



Mayor Ron Fitzwater

ATTEST:



City Clerk

APPROVED AS TO FORM:



City Attorney

**PROFESSIONAL SERVICES PRE-DEVELOPMENT AGREEMENT
CONFERENCE CENTER, HEADQUARTERS HOTEL AND PARKING GARAGE
City of Jefferson, Missouri**

This Professional Services Pre-Development Agreement (“Agreement”) dated as of Mar. 19, 2024 (“Effective Date”), is entered into by and between the City of Jefferson, Missouri, a home-rule city organized and existing under its charter and the laws of the State of Missouri (“City”) and Garfield Public/Private LLC, a Texas limited liability company (“GPP”), in connection with the planning, design, financing, and construction of a hotel, conference center and parking garage to serve the citizens, businesses and visitors of the City. Each of the City and GPP may be referred to in this Agreement as a “Party” or collectively as “Parties”.

RECITALS:

WHEREAS, the City is considering the planning, design, financing, construction, commissioning, and operation of a nationally branded hotel, conference center and parking garage on the site in Jefferson City, Missouri, selected by the City (the “Project”);

WHEREAS, the City desires that GPP develop a strategic business plan that will include (i) a hotel market study, parking study and financial plan detailing the building program, conceptual design, estimated development cost, development schedule, and operating pro forma; (ii) recommended brand(s)/flag(s), operator(s), and operating structure(s); (iii) funding, financing, and ownership alternatives for the Project; and (iv) such other services incidental to the foregoing as the Parties may reasonably approve;

WHEREAS, GPP has agreed to perform such services, as more specifically detailed in this Agreement, and is duly qualified and experienced to perform such services subject to Exhibit A;

AGREEMENT:

NOW, THEREFORE, in consideration of the mutual promises set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

Section 1. Pre-Development Scope of Services and Schedule.

(a) The “Pre-Development Period” is the time from the Effective Date to delivery of the Final Report described in Section 1(j). The City will provide to GPP any currently existing surveys, studies, plans and specifications and other documents pertaining to the Project within 30 days of the Effective Date.

(b) During the Pre-Development Period, the Parties will negotiate in good faith a Professional Services Agreement (“PSA”) on terms and conditions mutually acceptable to the Parties pursuant to which GPP will develop the Project, if and as approved by the City.

(c) GPP will retain a parking study firm approved by the City to analyze the parking demands and potential revenues of the parking facilities as well as a hotel market study firm approved by the City to include an analysis of the competitive set of lodging properties and an estimated profit and loss statement for the Project for its first 10 years of operations including underlying assumptions of occupancy, average daily rates, operating revenue, operating expenses, and net operating income (“Preliminary Project Operating Pro Forma”). The market study will include recommendations for hotel brand(s)/flag(s) and operator(s) for the Project. The market study will also include preliminary Project program recommendations, to include key count, mix of guestrooms and suites, amount and configuration of ballroom and meeting space, and other facilities and amenities. These program recommendations will inform the Conceptual Design described in Section 1(d) below.

(d) GPP will engage the services of an architect approved by the City (“Architect”) to prepare a conceptual design package (including an initial conceptual master plan of the hotel/conference district area) to include a building program, site plan, floor plans, elevations, section drawings, renderings, with architectural and engineering narratives for the Project (“Conceptual Design”). GPP will contractually obligate Architect to indemnify the City and GPP, as joint indemnitees, consistent with the laws of the State of Missouri, and to maintain insurance (including errors and omissions coverage) for the benefit of the City and GPP as additional insureds, in each case in form and substance not less than is customary for a City-operated design project with a similar scope.

The Conceptual Design will be based on the market study recommendations regarding key count, mix of guestrooms and suites, amount and configuration of ballroom and meeting space, pre-function area, back-of-house requirements, food and beverage outlets, parking, and other recommended amenities, which may include a swimming pool and pool deck, fitness center, and business center, among other facilities and amenities.

(e) GPP will engage a general contractor or cost consultant approved by the City (“Contractor”) to aid in the preparation of a preliminary estimate of the total construction costs for the Project based on the Conceptual Design, in sufficient detail to show construction costs, furniture, fixtures and equipment (FF&E), operating supplies and equipment (OS&E), IT, soft costs and professional fees (“Preliminary Project Pricing”), and a Project development and construction schedule from completion of the pre-development assessment period through Project opening (“Preliminary Project Schedule”) with input as appropriate from the City, GPP and other consultants. The form of construction contract will provide protections to the City that are not substantially less than the protections in documents typically used by the City for construction projects in terms of size, scope, and cost.

(f) If deemed necessary, GPP will engage third-party consultants, approved by the City Administrator, to provide a geotechnical report, an environmental report, and if appropriate, other civil engineering services.

(g) As appropriate, GPP will use its in-house legal counsel to assist in the drafting, review, and negotiating of applicable agreements and documents.

(h) GPP will coordinate marketing and public relations services relating to the Project, if any, subject to prior review and approval by the City.

(i) GPP will prepare public/private financing alternatives for the Project identifying anticipated sources of debt and equity and the anticipated amount and structure of City participation to complete the Project capitalization (“Preliminary Capital Plan of Finance”). GPP will coordinate the valuation study of potential naming rights sponsorships and philanthropic donor contributions.

(j) GPP will use its good faith best efforts to deliver its final report on the Project (“Final Report”) to the City within two hundred seventy (270) days from the Effective Date. The Final Report will consist of the Conceptual Design, the Preliminary Project Pricing, the Preliminary Project Schedule, the Preliminary Project Operating Pro Forma, and the Preliminary Capital Plan of Finance. Notwithstanding anything to the contrary in this Section 1(j), in the event that the Final Report has not been delivered to the City within three hundred thirty (330) days from the Effective Date, the City may terminate this Agreement and GPP will provide to the City all information it has developed to date in support of the Final Report.

(k) GPP will update the City on the status of its efforts relating to the Project on a monthly basis or more often if requested. Meetings may be held by conference call or in person.

Section 2. Development of the Project.

(a) Upon delivery of the Final Report, the Parties will endeavor to conclude the negotiations of the PSA.

(b) If within 330 days after the Effective Date, the Parties are unable to negotiate a satisfactory PSA, then on the 331st day after the Effective Date, this Agreement will automatically terminate and be of no further force and effect, and the City may formally end all negotiations with GPP.

(c) Prior to the execution of the PSA, the relationship between GPP and the City will be governed solely by the terms of this Agreement.

Section 3. Fees and Costs.

(a) GPP will be paid a fee for its services under this Agreement as set forth in Exhibit B attached hereto and made a part hereof. The fee will be paid monthly in accordance with the City's normal contract payment procedures.

(b) The City acknowledges that GPP will incur costs, as approved by the City, in connection with the services of GPP and the pre-development service providers as listed in Exhibit B ("Consultant Costs"). The City will pay such Consultant Costs in accordance with the City's normal contract payment procedures. If the Final Report is to be delivered prior to the end of the first nine months of the Agreement, the unpaid balance of the GPP services fee will become due and payable upon delivery of the Final Report.

(c) The City may access and copy any documents supporting the services provided by GPP, Architect, Contractor, and third-party consultants pursuant to this Agreement. GPP will retain for review by the City, for a period of twenty-four (24) months following the termination of this Agreement, the financial records and reports regarding the work performed by GPP and the Architect, Contractor, and third-party consultants under this Agreement. All the aforesaid costs and fees will be included in the final budget for the Project, subject to approval by the City.

(d) In addition to the costs and fee billings described in Section 3(a) and 3(b) above, GPP will invoice City monthly at cost for all reimbursable expenses GPP incurs in connection with its services, including third-party reproduction, data purchase, delivery services, and travel (if any) outside of the DFW Metroplex ("Expenses"), such Expenses to be supported by appropriate documentation. Travel expenses, if any, other than the monthly trips to the City as noted on Exhibit B, will be subject to advance written approval of the City.

Section 4. Term; Termination.

(a) This Agreement will be effective as of the Effective Date and expire upon the earlier of the execution of the PSA or 330 days from the Effective Date. This Agreement may be terminated by the City in its sole discretion and without cause, provided that GPP is given not less than ten (10) calendar days' written notice of intent to terminate. In the event of a termination under this Section 4(a) by City, City will pay GPP fee compensation owed, if any, through the end of the month in which termination occurs plus Consultant Costs and Expenses incurred, but not yet paid, through the date of such termination.

(b) The City may temporarily suspend this Agreement, at no additional cost to City, provided that GPP is given advance written notice of such temporary suspension. If City gives such notice of temporary suspension, GPP will immediately suspend its activities under this Agreement. Compensation owed by City to GPP will be based upon the actual service time expended by GPP, plus Consultant Costs and Expenses incurred, but not yet paid, through the date the work is temporarily suspended.

(c) Notwithstanding any provisions of this Agreement to the contrary, GPP will not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Agreement by GPP, and the City may withhold any payments due to GPP until such time as the exact amount of damages, if any, due the City from GPP is determined.

(d) In the event of termination, GPP will be compensated as provided in this Agreement. Upon termination, the City will be entitled to all work product and all other such materials as may have been prepared or accumulated by GPP in performing this Agreement, which are not GPP's privileged information, performed up to the date of termination.

Section 5. Amendments, Changes, or Modifications.

Amendments, changes or modifications in the terms of this Agreement may be made at any time but only by mutual written agreement between the Parties and signed by individuals authorized to bind the Parties.

Section 6. Extensions of Time.

GPP may, for good cause, request extensions of time to perform the services required under this Agreement. Such extensions are subject to advance authorization by the City in its sole discretion in writing and will be incorporated in written amendments to this Agreement, in the manner provided in Section 5.

Section 7. Property of City.

It is agreed that the Parties intend this to be an Agreement for services and each considers the products and results of the services included in the work to be rendered by GPP under this Agreement to be a work made for hire. It is further mutually agreed that such products and results will become the property of the City once full payment for services is received by GPP, as provided in this Agreement. Immediately upon termination and receipt of all amounts due and payable, the City will be entitled to, and GPP will deliver to the City, the work product and all other such materials as may have been prepared or accumulated to date by GPP in performing this Agreement, which are not GPP's privileged information, as defined by law, along with any other property belonging exclusively to the City which may be in GPP's possession.

Section 8. Compliance with Public Information Laws.

GPP acknowledges that the City is a governmental entity subject to the Missouri Sunshine Law (Chapter 610 of the Revised Statutes of Missouri).

Section 9. Warranties and Responsibilities – GPP.

(a) GPP agrees and represents that it is qualified to provide the services set forth herein in a manner which is consistent with the generally accepted standards of GPP's profession.

(b) GPP agrees and represents that the work performed under this Agreement will be in accordance with applicable federal, state and local law in accordance with Section 14(a) of this Agreement.

(c) GPP will designate a project manager who at all times will represent GPP before the City on all matters relating to this Agreement. The project manager will continue in such capacity unless and until he or she is removed at the request of the City, is no longer employed by GPP, or is replaced with the written approval of the City, which approval will not be unreasonably withheld.

Section 10. Assignability.

GPP will not assign or transfer any interest in this Agreement whether by assignment or novation, without the prior written consent of the City.

Section 11. Liability.

GPP will be responsible for performing the services under this Agreement in a manner consistent with the generally accepted standards of GPP's profession and will be liable for its own negligence and the negligent acts of its employees, agents, contractors and subcontractors. The City will not be charged with the responsibility of preventing risk to GPP or its employees, agents, contractors, or subcontractors. Approval by City of any service performed or product supplied by GPP hereunder shall not in any way relieve GPP of responsibility for any technical accuracy or quality of GPP's work. The City's review, approval, acceptance of, or payment for any of GPP's goods or services shall not be construed to operate as a waiver of any of City's rights under this Agreement or of any cause of action by City against GPP arising from or related to GPP's performance or lack of performance under this Agreement.

Section 12. INDEMNIFICATION OF THE CITY.

GPP SHALL INDEMNIFY, SAVE, AND HOLD HARMLESS CITY, ITS OFFICIALS, OFFICERS, AGENTS, EMPLOYEES, BOARDS AND COMMISSIONS WITH RESPECT TO ANY CLAIMS OR DEMANDS, ACTIONS, DAMAGES, COSTS AND EXPENSES, INCLUDING, WITHOUT LIMITATION, ATTORNEY'S FEES AND COSTS OF LITIGATION, ARISING FROM THE DEATH OR INJURY OF ANY PERSON WHOMSOEVER, RESULTING DIRECTLY OR INDIRECTLY FROM ANY INTENTIONAL, NEGLIGENT OR GROSSLY NEGLIGENT ACT, ERROR OR OMISSION OF GPP, ITS AGENTS, SERVANTS, EMPLOYEES OR OTHER PERSONS ACTING ON GPP'S BEHALF AND ARISING FROM OR RELATED TO GPP'S PERFORMANCE UNDER THIS AGREEMENT.

Section 13. Insurance.

GPP will at all times maintain or cause to be maintained such insurance as will protect GPP from any of the risks of liability imposed on it by this Agreement. Upon request of the City, GPP shall provide evidence of such insurance to the City.

Section 14. Additional Provisions.

(a) GPP will keep itself fully informed of, will observe and comply with, and will cause any and all persons, firms or corporations employed by it or under its control to observe and comply with, applicable federal, state, county and municipal laws, ordinances, regulations, orders and decrees which in any manner affect those engaged or employed on the work described by this Agreement or the materials used or which in any way affect the conduct of the work.

(b) GPP will not engage in unlawful employment discrimination. Such unlawful employment discrimination includes, but is not limited to, employment discrimination based upon a person's race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, gender, citizenship, or sexual orientation.

(c) GPP will comply with and satisfy the requirements of Section 285.530.2 of the Revised Statutes of Missouri, which requires as a condition to the award of any contract in excess of \$5,000 that GPP (1) annually affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services and (2) annually sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the entity receiving tax abatement.

(d) Pursuant to Section 34.600 of the Revised Statutes of Missouri, GPP certifies it is not currently engaged in and will not, for the duration of this Agreement, engage in a boycott of goods or services from (1) the State of Israel, (2) companies doing business in or with the State of Israel or authorized by, licensed by, or organized under the laws of the State of Israel, or (3) persons or entities doing business in the State of Israel.

(e) GPP represents and warrants that neither it nor any of its members, managers, employees or officers has: (1) provided an illegal gift or payoff to the City or any current or former officer, official, director, member, agent, representative or employee of the City, or his or her relative or business entity; (2) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee; (3) knowingly breached any of the ethical standards set forth in the City's conflict of interest ordinance; or (4) knowingly influenced, and hereby promises that it will not knowingly influence, a City officer, official, director, member, agent, representative or employee or any former City officer, official, director, member, agent, representative or employee to breach any of the ethical standards set forth in the City's conflict of interest ordinance.

(f) This Agreement constitutes the entire agreement between the Parties relative to the services specified in this Agreement and no modification of this Agreement will be effective unless and until such modification is evidenced by a writing signed by both Parties to this Agreement. There are no understandings, agreements, conditions, representations, warranties or promises, with respect to this Agreement, except those contained in or referred to in this Agreement.

(g) All notices that are required to be given by one Party to the other under this Agreement will be in writing and will be deemed to have been given if delivered personally or enclosed in a properly addressed envelope and deposited in a United States Post Office for delivery by registered or certified mail addressed to the Parties at the following addresses:

City: City of Jefferson
Attn: City Administrator
320 E. McCarty St.
Jefferson City, MO 65101

Copy to: Jefferson City
Attn: City Attorney
320 E. McCarty St.
Jefferson City, MO 65101

GPP: Garfield Public/Private LLC
Attn: Steve Galbreath
14911 Quorum Drive, Suite 380
Dallas, Texas 75254

Copy to: Garfield Public/Private LLC
Attn: Daniel K. Hennessy, Esq.
14911 Quorum Drive, Suite 380
Dallas, Texas 75254

(h) Amendment and Waiver. A provision of this Agreement may be amended or waived if such amendment or waiver is in writing and is approved by GPP and the City. No course of dealing on the part of GPP or the City, nor any failure or delay by GPP or the City with respect to exercising any right, power or privilege pursuant to this Agreement, will operate as a waiver thereof, except as otherwise provided herein.

(i) Action by City. Whenever the consent or approval of the City is required under this Agreement, other than with respect to approval of amendments to this Agreement, the City's consent or approval may be provided by the City Administrator or the City Attorney.

(j) Independent Parties. GPP enters into this Agreement as an independent contractor and not as an employee of the City. GPP will have no power or authority by this Agreement to bind the City in any respect. Nothing in this Agreement will be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by GPP are employees, agents, contractors, or subcontractors of GPP and not of the City. The City will not be obligated in any way to pay any wage claims or other claims made against GPP by any such employees, agents, contractors, or subcontractors, or any other person resulting from performance of this Agreement.

(k) Severability. The provisions of this Agreement are severable. Should any provision of this Agreement be held unenforceable, inoperable or invalid for any reason, said provision will be deemed to be modified to conform to applicable law and this Agreement, and, as so modified, will continue to be in full force and effect and will be binding on the Parties to this Agreement.

(l) Interpretation. This Agreement has been negotiated jointly by the Parties and will not be construed against a Party because that Party may have assumed primary responsibility for the drafting of this Agreement.

(m) Venue. This Agreement will be governed by and construed in accordance with the laws of the State of Missouri, without giving effect to any choice or conflict of law provision or rule (whether of the State of Missouri or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Missouri. Any action arising out of this Agreement will be brought in Cole County, Missouri.

(n) No Waiver. No failure or delay by City in exercising any right, power or privilege under this Agreement will operate as a waiver of this Agreement, nor will any single or partial exercise of any such right, power or privilege preclude any other or further exercise of this Agreement.

(o) Counterparts. This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original, and all of which will constitute one and the same instrument. Such executed counterparts may be delivered by facsimile which, upon transmission to the other Parties, will have the same force and effect as delivery of the original signed counterpart.

(p) Entire Agreement. This Agreement sets forth the entire understanding of the Parties with respect to the subject matter hereof, and all prior agreements, whether written or oral, are deemed to be merged herein.

[Signature Pages Begin on the Following Page]

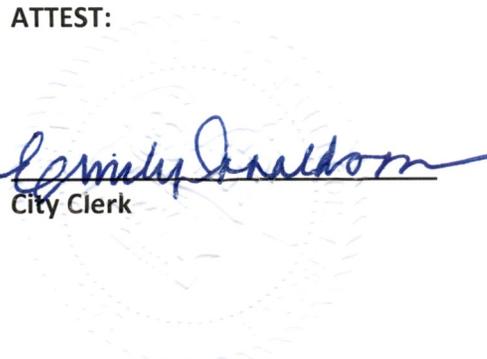
Signature Page

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

CITY OF JEFFERSON, MISSOURI

By: 
Title: Mayor

ATTEST:



City Clerk

APPROVED AS TO FORM:


City Attorney

Signature Page (Continued)

PROFESSIONAL SERVICES PROVIDER
GARFIELD PUBLIC/PRIVATE LLC,
a Texas limited liability company

By:  _____

Name: Stephen L. Galbreath

Title: Chief Development Officer

EXHIBIT A
EXEMPTION DISCLOSURE

WHEREAS, the City of Jefferson, Missouri ("City"), has contracted with GARFIELD PUBLIC/PRIVATE LLC ("GPP"), a Texas limited liability company, for professional services, including but not limited to, possible financial structures for a public/private development within the City; and

WHEREAS, GPP has advised the City that GPP is not an independent registered municipal advisor as described in SEC Rule 15 Bal - 1(d)(3)(vi) (the "Rule"), and

NOW, THEREFORE, GPP makes the following disclosures and statements:

1. GPP acknowledges that any municipal entity that contemplates issuing any municipal financial securities as discussed in GPP's work must employ the services of an independent registered municipal advisor, as described in the Rule, to advise it with respect to any aspects of the municipal financial product or issuance of municipal securities.

2. GPP hereby discloses in writing to City that GPP is not a municipal advisor and is not subject to the fiduciary duty set forth in section 15B(c)(1) of the Securities Exchange Act of 1934 (15 U.S.C. 78o-4(c)(1)) with respect to the municipal financial product or issuance of municipal securities as discussed in GPP's Work.

3. City is strongly encouraged to assess the material incentives and conflicts of interest as discussed in the Rule.

4. GPP will provide a copy of this disclosure to any independent registered municipal advisor, if applicable.

Executed the 19th day of March, 2024.

GARFIELD PUBLIC/PRIVATE LLC,
a Texas limited liability company

Acknowledged,
Jefferson City, Missouri

By: 

Title: Chief Development Officer

By: 

Title: Mayor

EXHIBIT B

**JEFFERSON CITY CONFERENCE CENTER
PRE-DEVELOPMENT AGREEMENT
SCOPE OF SERVICES**

Task 1 - Preliminary Project Operating Pro Forma **Duration: 3 Months**

<u>Service</u>	<u>Vendor</u>	<u>Fees</u>
Hotel / Conference Market Study	TBD	\$45,000
Parking Study	Fishbeck	\$22,000
Development Manager	Garfield	\$60,000

\$ 127,000

Task 2 - Conceptual Architectural Design **Duration: 2 Months**

<u>Service</u>	<u>Vendor</u>	<u>Fees</u>
Planning & Programming	DLR Group	\$50,000
Floor Plans & Renderings	FACET	\$20,000
Development Manager	Garfield	\$40,000

\$ 110,000

Task 3 - Preliminary Project Pricing & Scheduling **Duration: 1 Month**

<u>Service</u>	<u>Vendor</u>	<u>Fees</u>
Construction Estimates	McGown Gordon	\$25,000
Development Manager	Garfield	\$20,000

\$ 45,000

Task 4 - Preliminary Capital Plan of Finance **Duration: 2 Months**

<u>Service</u>	<u>Vendor</u>	<u>Fees</u>
Development Manager	Garfield	\$40,000

\$ 40,000

Task 5 - Final Strategic Business Plan **Duration: 1 Month**

<u>Service</u>	<u>Vendor</u>	<u>Fees</u>
Development Manager	Garfield	\$20,000

\$ 20,000

Tasks 1 - 5 Subtotal **\$ 342,000**

Other Services (if deemed necessary)

<u>Service</u>	<u>Vendor</u>	<u>Fees</u>
Geotechnical	TBD	\$40,000
Civil Engineering	CMPS	\$20,000
Marketing / Public Relations	TBD	\$30,000
Legal Support Services	Garfield	\$45,000
Misc. Reimbursable Expenses	Team	\$35,000

\$ 170,000

Total Contract Not To Exceed **\$ 512,000**

**Jefferson City Conference Center Project
Pre-Development Agreement Overview**

Effective Date: March 18, 2024

Final Report Target: December 13, 2024

Final Report Deadline: February 11, 2025

- **Task 1 - Preliminary Project Operating Pro Forma**
 - Parking study to determine parking demand and potential revenues
 - Hotel market study to include analysis of competitive set of lodging properties
 - Recommendations for hotel brands/flags and operator(s)
 - Recommended key count, mix of guestrooms and suites, amount and configuration of ballroom and meeting space, and other facilities and amenities
 - Assumptions of occupancy, average daily rates, operating revenue, operating expenses, and net operating income
 - Estimated profit/loss statement for first 10 years

- **Task 2 – Conceptual Architectural Design**
 - Includes recommended key count, mix of guestrooms and suites, amount and configuration of ballroom and meeting space, pre-function area, back of house requirements, food and beverage outlets, parking, and other recommended amenities, which may include a swimming pool and pool deck, fitness center, and business center, among other facilities and amenities
 - Building program, site plan, floor plans, elevations, section drawings, renderings, with architectural and engineering narratives

- **Task 3 - Preliminary Project Pricing & Scheduling**
 - Estimate of the total construction costs for the project based on the Conceptual Design, Furniture, Fixtures & Equipment, Operating Supplies & Equipment, IT, soft costs, and professional fees
 - Project development and construction schedule from Professional Services Agreement through project opening

- **Task 4 - Preliminary Capital Plan of Finance**
 - Public/private financing alternatives for the Project identifying anticipated sources of debt and equity and the anticipated amount and structure of City participation to complete the project capitalization

- **Task 5 – Final Strategic Business Plan Report**
 - Compile work in Tasks 1-4 above into a comprehensive report describing the project program, conceptual designs, construction cost, project delivery schedule, financing plan, and operating pro forma for consideration by the City Council.

- **Other Services (if deemed necessary)**
 - Geotechnical report
 - Civil Engineering
 - Marketing/Public Relations
 - Legal Support Services
 - Misc. Reimbursable Expenses